

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WX3JN37087E404		PAGE 1 OF 62						
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912CN-07-T-0273						
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JEANETTE G. MATHENA			b. TELEPHONE NUMBER (No Collect Calls) 8084386535X229		6. SOLICITATION ISSUE DATE 03-May-2007					
9. ISSUED BY ACA-PACIFIC REGION RCO-HI BLDG 520 PIERCE ST FORT SHAFTER HI 96858-5025 TEL: 8084386535 FAX: 8084381337/6544/6563		CODE W912CN		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 811310 SIZE STANDARD: \$6.5 MIL SIC 7699		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS				
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>						
						13b. RATING						
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP						
15. DELIVER TO US ARMY GARRISON HI DIR OF PUB WKS DPW BEN MADEIRA BLDG 108 442 SANTOS DUMONT AVE WAAF E SCHOFIELD BARRACKS HI 96857-5013 TEL: 8086562440 FAX: 8086562946		CODE WX3JN3		16. ADMINISTERED BY CODE								
17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE								
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED												
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED												
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>						29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:						
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:						

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 62

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE
 ☐ PARTIAL
 ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

PAGE 2

SF 1449 – CONTINUATION PAGE

1. DESCRIPTION OF SERVICES. Contractor shall provide labor, management, equipment, parts, materials, tools and transportation necessary to repair heavy equipment (See Technical Exhibits #1 for detailed equipment listings) for USAG-HI, Directorate of Public Works at Pohakuloa Training Area (PTA), Island of Hawaii, Hawaii. Services shall be performed on the Island of Hawaii in accordance with the manufacturer's standards; and applicable Federal and State codes.

2. NOTIFICATION TO OFFERORS – This solicitation is available for reviewing and downloading at <http://www.25idl.army.mil/doc/index.htm> (go to Homepage RCO-HI link on the left, then to RCO Hawaii Solicitations, then to Current Solicitations). Once posted on this website, interested offerors are responsible for monitoring the website until the closing date for any issued amendments. Recommended minimum IT capabilities for contractor systems are 56K modems for website downloads and 2mb email capacity.

3. This requirement is 100% Small Business Set – Aside.

4. ACCESS TO ARMY INSTALLATIONS: All vehicle operators must be prepared to provide a valid drivers license, vehicle registration, certificate of insurance and current safety inspection to the security guard prior to entry to the installation.

5. INSTRUCTION TO OFFERORS –

a. EVALUATION FACTORS: Price (Open and Inspect fee, On-Site Hourly Labor Rate and Shop Hourly Labor Rate), Technical to include Shop Capabilities, and Performance Risk (Experience/past performance):

1. Contractor shall fill in hourly Labor rates in the line item 0001.

2. The contractor shall provide a narrative of shop capabilities for work that cannot be done on site.

3. The offeror shall provide information pertaining to the history and experience of the firm and provide a list of current and previous Federal, State, Municipal, or commercial contracts within the past three years that are for services similar to this requirement. The offeror shall complete Attachment 2, "Experience Reference Information", for each reference, and submit references with their quote.

4. The offeror shall forward Attachment 3, "Past Performance Questionnaire", to each reference and instruct each reference to fax the completed questionnaire, directly to the Regional Contracting Office, Hawaii, Fort Shafter, Hawaii, fax (808)438-6563, ATTN: Jeanette Mathena or e-mail to jeanette.mathena@us.army.mil. QUESTIONNAIRES ARE DUE NO LATER THAN THE CLOSING DATE OF THE SOLICITATION.

5. BASIS FOR AWARD: The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be the most advantageous to the Government, price, technical capability and experience/past performance considered.

6. OFFERS MAY BE E-MAILED, FAXED, HAND DELIVERED OR MAILED TO: Army Contracting Agency, Regional Contracting Office - Hawaii, Services Division, Building 520 (Basement), ATTN: SFCA-PRH-S (Jeanette Mathena), Fort Shafter, Hawaii 96858-5025. E-mailed address to be sent to : jeanette.mathena@us.army.mil or Faxed copies sent to 808-438-6563. Due to force protection and security requirements, offerors should anticipate a delay in entering Fort Shafter and, therefore, should allow sufficient time if electing to hand deliver proposals.

7. This solicitation will result in a NOT TO EXCEED ORDER. If work will exceed the limitations stated on the Contract line Items amounts, you are to stop immediately and obtain additional approval from the Contracting Officer before proceeding with any additional work.

8. This solicitation contains 4 attachments and 2 Technical Exhibits. Please contact Jeanette Mathena at 808-438-6535 X229, email jeanette.mathena@us.army.mil or Diane Baltunado at 808-438-6535 X203, email: diane.baltunado@us.army.mil if you do not receive all the attachments or exhibits.

9. QUESTIONS ABOUT THIS SOLICITATION: Questions must be submitted in writing to email jeanette.mathena@us.army.mil or fax (808) 438-6563, ATTN: Jeanette Mathena. In order to ensure a timely response from the Government, questions must be submitted no later than Monday, May 9, 2007, 4:00 p.m. Hawaii Standard Time.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Repair Work. FFP OPEN AND INSPECT FEE \$_____ ON SITE HOURLY LABOR RATE \$_____ SHOP HOURLY LABOR RATE \$_____ Repair works to be paid as each piece of equipment listed on Technical Exhibit 1 are completed. If work will exceed this amount, you are to stop immediately and obtain additional approval from the Contracting Officer of the Regional Contracting Office Hawaii before proceeding with any additional work. NOT TO EXCEED AMOUNT WILL BE DETERMINED AT THE TIME OF AWARD. FOB: Destination PURCHASE REQUEST NUMBER: WX3JN37087E404		Dollars, U.S.		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Dollars, U.S.		

Reimbursable Parts and Materials.

FFP

Reimbursable Parts and Materials to paid at the completion of each piece of equipment listed on Technical Exhibit 1. If parts will exceed this amount, you are to stop immediately and obtain additional approval from the Contracting Officer of the Regional Contracting Office Hawaii before proceeding. NOT TO EXCEED AMOUNT TO BE DETERMINED AT THE TIME OF AWARD.

FOB: Destination

PURCHASE REQUEST NUMBER: WX3JN37087E404

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Dollars, U.S.		

Contractor Manpower Report.

FFP

Contractor Manpower Report (CMR).

FOB: Destination

PURCHASE REQUEST NUMBER: WX3JN37087E404

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	Government	N/A	Government
0002	N/A	Government	N/A	Government

0003	N/A	Government	N/A	Government
------	-----	------------	-----	------------

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUN-2007 TO 31-MAY-2008	N/A	US ARMY GARRISON HI DIR OF PUB WKS DPW BEN MADEIRA BLDG 108 442 SANTOS DUMONT AVE WAAF E SCHOFIELD BARRACKS HI 96857-5013 8086562440 FOB: Destination	WX3JN3
0002	POP 01-JUN-2007 TO 31-MAY-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3
0003	POP 01-JUN-2007 TO 31-MAY-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WX3JN3

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEP 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and

commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

This contract will be awarded on the basis of 1) Price (Open and Inspect fee, on-site hourly labor rate, Shop Labor Rate); 2) Technical (a narrative of shop capabilities for work that cannot be completed on site); and 3) Performance Risk (past performance and experience).

Technical and past performance, when combined, are equal, when compared to price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006) ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business

concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____Black American.

____Hispanic American.

____Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or

manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)
(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end products, "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii)) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code

referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2007)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

X ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X ___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

X ____ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X ____ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X ____ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X ____ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X ____ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X ____ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

____ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

____ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

____ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

____ (ii) Alternate I (JAN 2004) of 52.225-3.

____ (iii) Alternate II (JAN 2004) of 52.225-3.

____ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

____ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

____ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X ____ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X ____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

X ____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.213-3 NOTICE TO SUPPLIER (APR 1984)

This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the Contracting Officer immediately, giving your quotation.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from RCO-HI, ATTN: SFCA-PRH-S, BLDG 520 (basement), Fort Shafter, HI 96858-5025.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$30,000 with a firm, or a subsidiary of a firm, that is identified in the Excluded Parties List System as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X ___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ___ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) ___ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

(4) X___ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

X (5) ___ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(6) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ___ 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

(13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

X (17) ___ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

X (19) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

X (20)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

X (21) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

FURNISHING OF ANY COLLECTIVE BARGAINING AGREEMENT TO THE GOVERNMENT

The Contractor shall provide to the Contracting Officer, a copy of any collective bargaining agreement applicable to employees performing under this contract within 15 calendar days after the agreement becomes effective.

FURNISHING OF INCUMBENT CONTRACTOR'S CERTIFIED EMPLOYEE SENIORITY LIST (Applicable if Contract Performed on Government Installation)

The Prime Contractor shall furnish to the Contracting Officer not later than ten (10) days before contract completion a certified list of all service employees on the Contractor's or Subcontractor's payroll during the last month of the contract, together with anniversary dates of employment. (RE: Paragraph (n), "Seniority List", Federal Acquisition Regulation (FAR) 52.222.41, "Service Contract Act of 1965, as amended", (May 1989)

CONTRACTOR'S LOCAL REPRESENTATIVE

Throughout the entire contract period, the Contractor shall have a representative on the island where work is to be performed who is authorized to act for the Contractor and empowered to deal directly with the Contracting Officer on all matters concerning the services and/or supplies to be furnished under this contract. This person must be an employee of the prime contractor. The Contractor shall furnish, in writing, to the Contracting Officer the identity of such representative, including an alternate, with the telephone number and exact location where the individuals may be reached. He/she must be able to understand (read, write and speak) the English language.

EMPLOYMENT OF STATE RESIDENTS

The following clause applies only if the Unemployment Rate in the State of Hawaii is in excess of the national average of unemployment as determined by the Secretary of Labor. To obtain the most recent rate for the State of Hawaii, contact the Hawaii Department of Labor and Industrial Relations, Research and Statistics Office (808) 586-9035. (<http://www.hawaii.gov/workforce/urate.gif>)

DFARS 52.222-7000, RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (DEC 1991)

(a) The Contractor shall employ, for the purposes of performing that portion of the contract work in the State of Hawaii, individuals who are residents of the State, and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in each subcontract.

MISCONDUCT OF CONTRACTOR EMPLOYEES

The Contracting Officer may require the contractor to correct instances of misconduct by employees working on this contract. In addition, the Contracting Officer may direct the contractor employee be escorted from the Army installation if determined that such action is necessary to protect the interests of the Army. The Installation Commander or appointed designee has the authority to bar contractor employees from the installation when determined to be in the best interest of Army.

EMPLOYMENT OF MILITARY PERSONNEL

No military personnel assigned, attached or on TDY to any military unit shall be employed by the Contractor to perform work under this contract unless and until he or she has furnished the Contractor written approval of the Installation Commander, and in no event shall such personnel be utilized in a supervisory capacity in performance of the contract work.

CONTRACTOR INSPECTION SYSTEM

The Contractor shall have an inspection system to cover the services to be performed in sufficient detail to preclude performance of these services in a manner which would be unacceptable to the Government under the contract terms and conditions. A system acceptable to the Government would accomplish this objective in an economical and efficient manner. The Contractor is responsible for assuring that all services performed conform to contractual requirements prior to submitting these services to the Government for acceptance. It is suggested that the inspection system address the following:

- Inspection Documentation
- Records
- Corrective Action
- Changes
- In-Process Controls
- Indication of Inspection Status

The Contractor's written inspection system shall be provided to the Contracting Officer upon request for review and evaluation for effectiveness.

CONTRACTOR LIABILITY FOR PROPERTY

Unless otherwise specified, the Government assumes no liability, and hereby disclaims liability for damages to or losses of, Contractor-owned or furnished property which, pursuant to the terms of his contract, is placed on a U.S. Government installation or other real property under the control of the United States Government, whether by lease, license, permit, or otherwise, except for loss or damage caused by the negligence or wrongful act or omission of a military person or civilian employee or the Department of Defense while acting within the scope of this employment under circumstances in which the United States if a private person, would be liable to the Contractor in accordance with the law of the place where the act or omission occurred. Any claim of the Contractor falling within the purview of the exception, should be submitted, pursuant to the Federal Tort Claims Act, to the Army Contracting Agency, Regional Contracting Office- Hawaii, Fort Shafter, Hawaii 96858-5025.

EMERGENCY PLANNING COMMUNITY RIGHT TO KNOW ACT (EPCRA) HAZARDOUS SUBSTANCES (HS)

This applies to any contractor utilizing EPCRA HS in performance of any work while on any US Army Garrison, Hawaii (USAG-HI) installations. These chemicals are defined in EPA document EPA 550-B-98-017, Title III List of List, Consolidated List of Chemicals Subject to the Emergency Planning and Community Right to Know Act and Section 112(r) of the Clean Air Act Amended. Contractors are responsible for knowing which chemicals they may use or transport are contained on the list. For convenience, contractors may review a copy of the EPA document at the Directorate of Public Works (DPW) Environmental Department. To obtain a copy of the list, the document is also available at the U.S. Environmental Protection Agency (EPA) Web address <http://www.epa.gov/ceppo/p-gen.htm>. For contractors' information, the locations of these chemicals stored on USAG-HI installations are available upon request. To obtain the list of locations, forward request to the following E-mail address: takenakac@Schofield.army.mil. Indicate name, company, contract awarded and description of contract. A data-base of locations of chemicals will then be forwarded upon review and approval of request. Contractors working on USAG-HI installations are encouraged to review this database which will provide information where potentially hazardous chemicals are stored.

(1) Reporting. All spills of substances containing EPCRA HS will be immediately reported to the Directorate of Public Works Spill Response line at 656-1111. The Contracting Officer must be notified during the first business hour immediately after. All waste developed resulting from EPCRA HS being utilized will be immediately reported to the DPW Environmental Office, phone: 656-2878 x 1022 (Mr. Akasaki).

(2) All Contractors Utilizing Substances Containing EPCRA HS will perform the following prior to contract start.

(a) Review the Installation Spill Contingency Plan, the Installation Hazardous Waste Management Plan and the 40-hour Environmental Compliance Officer Course manual available at the DPW Environmental Department or at the Directorate of Contracting. Upon review, the contractor or designated responsible employee shall sign a certification statement that they have reviewed and understand the contents of these documents.

(b) Provide a list of all EPCRA HS substances projected to be utilized, the estimated quantities of each and the Material Safety Data Sheets to the DPW Environmental Department and also to building 6040 East Range for material bar-codes.

(c) Provide the name, phone number, and pager number of a company spill response point of contact. The point of contact must be trained in spill response.

(d) Provide a copy of an agreement with a hazardous materials spill response company in the event of a spill.

(e) Provide copies of training certificates on environmental training and spill response training.

(f) Appoint a primary and alternate Environmental Compliance Officer in writing.

(g) Develop a notification procedure in the event of a spill to include phone numbers of response personnel, support agencies, National Response Center, State Hazard Evaluation Emergency Response Office and Civil Defense.

(3) Annual Update. On an annual basis, but not later than 1 February of each year, provide DPW Environmental Department an updated list as referenced in (2)(b) above.

(4) Contractor Caused Spills of Substances Containing EPCRA HS or Waste Generated from Items Containing EPCRA HS.

(a) All spills caused by the contractor will be cleaned up under supervision of the contractor and a qualified hazardous materials spill response company, at no cost to the government, in accordance with all applicable laws and regulations and to the satisfaction of the DPW Environmental Department.

(b) Accomplish all spill notifications as required by the U.S. Environmental Protection Agency and State of Hawaii to the Hazard Evaluation Emergency Response Office, Local Emergency Response Commission and National Response Center.

(c) Pay for disposal cost of all contaminated materials to include but not limited to soil, sorbent materials, disposable equipment and other materials contaminated by the spill. Ensure all disposal is in accordance with all applicable laws and regulations at authorized disposal sites.

OIL/HAZARDOUS SUBSTANCE SPILL RESPONSE

The contractor shall provide immediate response to stop, contain, and clean-up all spills of oil and other hazardous substances that result from his performance under this contract. The containment, clean-up, and reporting of the accident will be in accordance with federal and state laws and regulations. Any and all costs for spill clean-up shall be paid for by the contractor and not by the Government. The contractor will pay any fines or penalty charges associated with a citation issued by federal, state or local officials as a result of the accident. In all cases, the contractor shall report spills to the Installation On-Scene Coordinator (IOSC), who is the Chief, Environmental Office, Directorate of Public Works (DPW), within 30 minutes after discovery. The telephone number for the IOSC during normal duty hours is 656-2878. During non-duty hours, the contractor shall notify the DPW Work Management Branch at 656-1349. Additionally, the COR or TRCO shall be notified of the incident after the IOSC has been contacted.

a. On-Post Spills. The IOSC shall inspect the contractor's clean-up effort to ensure that it is timely and adequate. Failure of the contractor to take satisfactory remedial action as judged by the IOSC may result in Government intervention in the clean-up action. Any costs incurred by the Government to clean-up a contractor-caused spill shall be reimbursed by the contractor.

b. Off-Post Spills. The contractor shall be responsible for and pay for cleanup of off-post spills in accordance with directions received from appropriate local authorities (e.g., Honolulu Fire Department, State Civil

Defense, etc.). Off-post spills shall also be reported to the IOSC. If there is no local government supervision of the clean-up effort and the contractor's own actions are not satisfactory as judged by the IOSC, the Government may intervene with all costs being reimbursed by the contractor.

c. Discovery of Other Than Contractor-Caused Spills. The contractor shall report any spills of hazardous materials to the IOSC within 30 minutes of discovery.

INSTALLATION RULES AND REGULATIONS

a. Contractor personnel shall observe and comply with all rules and regulations prescribed by installation authorities concerning motor vehicles, fire, safety, security and possession of firearms or other lethal weapons.

b. The Contracting Officer will provide the Contractor with sufficient copies of installation regulations upon request.

ACCESS TO INSTALLATIONS – PERSONNEL and VEHICLES

a. All contractor (and subcontractor) personnel contracted by the 25th ID(L) or USARHAW who do not qualify for the Department of the Army Civilian Identification card or other approved identification will be issued a Green Contractor Installation Access Pass to access Army Installations. The contractor shall provide to the Contracting Officer the names and social security numbers of individuals requiring access in performance of the contract no later than 14 days prior to start of performance. The Army Organization or Directorate for whom the contractor is working is responsible for processing the paperwork to obtain passes. Once paperwork is processed the contractor personnel can go to the Installation Access Pass office for issue of their Contractor Pass. The required documents for issue of the Green Contractor Pass are a valid drivers license or other official photo identification and social security card. Contractor is responsible for assuring personnel required to access any installation in performance of the contract obtain the required identification. Costs for employees to travel to the Government location will be born by the contractor. Failure to obtain required identification will not relieve the contractor from contract performance. Contractor shall be responsible for the return of identification cards upon the expiration of the contract or when an employee is no longer performing work under the contract.

b. Vehicles operating on Army Installations must comply with local registration procedures established by the Provost Marshall. All vehicles shall have a valid State registration, valid certificate of insurance, current safety inspection and be operated by a licensed driver. Vehicle operators shall be prepared to present these documents when requested by security personnel.

c. Privately-owned vehicles (POVs) utilized in performance of the contract will be issued a temporary pass. Company-owned vehicles will not be issued passes and should expect to be stopped and required to show a valid driver's license as a minimum. Prior to performance the contractor shall provide a list of employee POVs to be issued temporary passes.

d. Contractor employees on the list are required to report in person to the vehicle registration office to obtain their pass. The following documents will be required to be presented

USARHAW Installation Access Pass (color coded photo identification card)

Valid State Vehicle registration

Valid Certificate of Insurance

Current State Safety Inspection

Valid State driver's license

e. At any time contractor employees are operating contractor-owned vehicles on an Army Installation, they shall have in their possession a letter signed by a corporate officer authorizing the individual to drive the vehicle.

f. The Contracting Officer and the Provost Marshal office shall be notified of any changes in vehicles within three business days of the change.

g. Lost vehicle passes shall be reported immediately to the appropriate Vehicle Registration Office in order to obtain new passes. All vehicle passes issued shall be returned to the Vehicle Registration Office upon completion of the contract, termination of an employee or discontinued use of the registered vehicles.

h. Failure to follow the procedures outlined above may result in delays in entering Army Installations. The Government is not responsible for any adverse impact on the contractor or its operation as a result of delays due to the failure to register vehicles.

i. The Provost Marshall has the authority to change the above procedures without notice. Contractors shall adhere to any changes in security procedures.

REQUIRED INSURANCE

Pursuant to the clause entitled "Insurance--Work on a Government installation", the Contractor shall furnish to the Contracting Officer prior to commencement of work a Certificate of Insurance (with a 30-day cancellation notice) with at least the kinds and minimum amounts set forth below. Automobile insurance coverage applies only to vehicles actually used in connection with performing the contract.

Workers' Compensation Insurance or equivalent workers' compensation coverage, as required or prescribed by law, with minimum employer liability limit of \$100,000.

General Liability Insurance: \$500,000 per occurrence

Automobile Insurance: \$200,000 per person

\$500,000 per occurrence for bodily injury

\$ 20,000 per occurrence for property damage

LICENSING AND PERMITS

The Contractor shall, without additional expenses to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, state, and municipal laws, codes, and regulations, in connection with the performance of this contract.

ACCIDENT PREVENTION AND SAFETY REQUIREMENTS

a. Accident prevention and safety practices on contractual work under the jurisdiction of the Contracting Officer are the responsibilities of the Contractor concerned. Therefore, upon commencement of work, the

Contractor shall initiate an accident prevention and safety program applicable to the work to be performed under this contract. Further, the Contractor shall conduct a safety orientation for all employees immediately following their employment under this contract. The Contractor shall provide all occupational health services to his employees. Contractor employees shall be instructed to notify the Contractor's Project Manager of potential or existing occupational health hazards that require attention.

b. The Contractor shall comply with the requirements of OSHA and the Hawaii Occupational Safety and Health Law as administered by the Division of Occupational Safety and Health, Department of Labor and Industrial Relations, State of Hawaii.

c. Government emergency vehicles and medical personnel may be used in emergency situations affecting Contractor personnel whose life may be in danger. Government facilities may be used in these instances as the first point of treatment. Transfer to other than Government medical treatment facilities shall be affected as soon as possible and as determined by attending medical authorities. Contractor employees and not the Government will bear all medical expenses.

ACCIDENT REPORTING

a. When a job-related injury occurs regardless of severity, the Contractor shall prepare within 24 hours a Report of Accident in Quadruplicate and 25th ID(L) & USARHAW Accident Worksheet, forms to be provided by the COR, and forward the original and two copies through the COR to the Installation Safety Officer designated by the COR. The Contractor shall maintain an accident file for the life of the contract, which contains a copy of all accident reports. Any technical advice and assistance necessary in accident investigation and reporting may be requested from the Safety Office through the Contracting Officer.

b. The forms, referenced above, are available at no cost to the Contractor upon request from the Contracting Officer's Representative (COR).

PARKING

Contractor shall ensure vehicles are parked only in authorized areas. Vehicles and equipment shall not be driven or parked on sidewalks or grassed areas. Damage cause by contractor vehicles shall be repaired at the contractor's expense. Contractor shall keep at the site only equipment and materials for immediate use. Requests for special arrangements for parking of equipment and vehicles shall be made with the COR in advance.

SUBMISSION OF INVOICE TO THE CONTRACTING OFFICE

a. Submit invoice to Contracting Officer by e-mail or facsimile (FAX). The FAX number for Contracting Officer is. 1-808-438-6563

b. The address for Army Regional Contracting is:

ACA-PACIFIC REGION
RCOH ATTN SFCAPRH BUILDING 520
FORT SHAFTER, HAWAII 968585025

PHONE: 1- 808-438-6535 ext 229

- c. Submit one (1) informational copy of invoice to:

Directorate of Public Works
ATTN: Ben Madeira
Services Branch, Pohakuloa Training Area
PO Box 4607
Hilo, HI 96720-0607

PHONE: 1-808-969-2496
FAX: 1-808-961-5845

DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

a. At the time of each delivery of supplies or service under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report (DD Form 250) of the Defense FAR Supplement.

b. Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

NOTE: For this contract, the Contractor shall prepare and submit a Material Inspection and Receiving Report to the Contracting Officer's Representative (COR) on a monthly basis, for work performed during each calendar month. Unless otherwise specified, acceptance will be performed monthly by the COR.

MOBILIZATION AND OTHER CONTINGENCY PLANNING

a. There exists the possibility that a general or limited mobilization of reserve forces or an emergency may impact upon contract performance. In the event of such a situation, the Government reserves the right to require the Contractor to promptly take whatever measures are needed to meet any new demands placed upon it. Such demands may well require increases in contractor- furnished property, as well as extended work hours and expansion of the contract work force.

b. To insure that Government operations which depend upon the services provided hereunder can proceed with no or only minimal disruption, the Contractor shall during the life of this contract anticipate the possibility of a mobilization or similar emergency and the steps it will need to take to rapidly expand its contract capabilities to meet the exigency.

c. If any such change causes an increase or decrease in the cost of, or the time required for performance of any part of the work under the contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

OFFER ACCEPTANCE PERIOD

This is an addendum to clause 52.212.-1(c). By submitting an offer, the offeror agrees to hold the prices

submitted with its offer firm for a period of 130 calendar days from date set for receipt of offers.

CONTRACT AWARD AND PERFORMANCE PERIOD

The Government intends to award a single contract for all line items and expects to award by 18 May 2007 with the contract period to be 1 June 2007 through 30 May 2008. If awarded later than 1 June 2007, the commencement and expiration dates will be adjusted to reflect a 12 month period.

ACCESS TO ARMY INSTALLATIONS

All vehicle operators must be prepared to provide a valid driver's license, vehicle registration, certificate of insurance and current safety inspection to the security guard prior to entry to the Installation. Offerors should anticipate a delay in entering the Installation and allow sufficient time when attending a site visit, pre-proposal conference or hand delivering an offer.

PROTESTS TO THE AGENCY

In accordance with Federal Acquisition Regulation Part 33.103, any offeror submitting a protest to the Agency may appeal the decision of the Contracting Officer by requesting an independent review by the official appointed by the Head of the Contracting Activity.

STATEMENT OF WORK

ATTACHMENT 1 STATEMENT OF WORK REPAIR OF HEAVY EQUIPMENT POHAKULOA TRAINING AREA

1. DESCRIPTION OF SERVICES: Contractor shall provide labor, management, equipment, parts, materials, tools and transportation necessary to repair heavy equipment (See Technical Exhibits #1 for detailed equipment listings) for USAG-HI, Directorate of Public Works at Pohakuloa Training Area (PTA), Island of Hawaii, Hawaii. Services shall be performed on the Island of Hawaii in accordance with the manufacturer's standards; and applicable Federal and State codes.

1.1. Repair Work. Provide an estimate to the Authorized Individual (AI)/Coordinator and provide a scope of work and cost estimate (man hours and parts/material costs) for repairs within two (2) working days of completing the estimate. Estimate shall be categorized by equipment and identifying SB number (refer to Technical Exhibit 1). Cost estimate must be approved by the coordinator prior to contractor

commencing work. Contractor will provide within 30 days of award a repair schedule to perform all required repairs to return the heavy equipment to a fully operational condition.

1.2. Completion of Work. Contractor shall start all work upon notice to proceed. Notify AI/Coordinator with estimated completion date.

1.3. Delivery and Pick-Up of Equipment. If required coordinate the delivery and pick-up of Government Equipment with the (AI)/Coordinator. The government will transport equipment to and from contractors shop.

1.4. Repair Reports. The Contractor shall prepare and submit a written repair report within three (3) working days after the repairs are completed to the Coordinator. The repair reports shall include the date and time of the repairs, the repairs performed and cost details.

1.5. Replacement Parts. Contractor shall use new parts specified by the manufacturer or items of equal or better quality. Government will reimburse the Contractor for all parts used for repairs. Reimbursement for parts will be based on the actual cost to the Contractor. Provide a copy of purchase receipts for all parts used with the repair report to the Coordinator

1.6. Business Relations. The Contractor shall partner with the Government to resolve all issues and conflicts in a timely and expeditious manner.

2. SERVICE PERFORMANCE SUMMARY. The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objectives	PWS Para	Performance Threshold
Repair Work.	1.1. – 1.3.	Complete repair work as specified 100% of the time.
Repair Reports.	1.4.	Complete and accurate reports submitted as specified 100% of the time.
Replacement Parts.	1.5.	Provide copies of purchase receipts of replacement parts with repair report 100% as specified.
Business Relations.	1.6.	Business and management problems are resolved timely and efficiently. No more than 3 verified customer complaints per year.
Contractor Manpower Report (CMR).	5.	Complete report within required time 100% of the time.

3. GOVERNMENT FURNISHED PROPERTY/SERVICES. All reasonably required amounts of electricity and water will be made available at no cost to the Contractor from existing outlets. Contractor shall carefully conserve the use of these utilities.

4. GENERAL INFORMATION.

4.1. Quality Control. Maintain a quality control program to ensure services are performed in accordance with commonly accepted commercial practices.

4.2. Performance Assessment. Government will periodically evaluate the Contractor's performance.

4.3. Hours of Operation. Any work performed on PTA shall be completed during the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday except for Federal holidays. Written approval from the (AI)/Coordinator is required to work in addition to the hours specified above.

4.4. Warranty. Warranty of services for 90 days for repair and replacement parts. In the event any replacement parts fail within the manufacturer's warranty period, the Contractor shall arrange for replacement of the defective parts at no additional cost to the Government.

4.5. Work Site Cleanup and Disposal of Waste. Remove and dispose of all debris/waste at the end of the work day from work site per applicable federal, state and local requirements.

4.6. Security Requirements. Follow Installation procedures as required by the Provost Marshall's Office for securing Contractor personnel identification cards and vehicle passes for performing work on the installations (Technical Exhibit #2). Ensure all personnel and vehicles are identifiable with nametags and signs. Investigative background check conducted on all employees.

4.7. Coordinator/Authorized Individual (AI): The coordinator of this contract is Mr. Ben Madeira, Directorate of Public Works, Services Branch, Pohakuloa Training Area, P.O Box 4607, Hilo, HI 96720-0607, Telephone (808) 969-2496 or 961-5845, and fax (808) 961-5845. The authorized individual of this contract is Mr. Derek Awong, Directorate of Public Works, PTA M&R Team, (808) 524-4825.

5. CONTRACTOR MANPOWER REPORTING (CMR):

"The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address.

"<https://cmra.army.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours; (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including subcontractors), (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the contract period of performance not to exceed 12 months and

must be reported within 30 days after the end of the contract performance period. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.”*

*Note: Information from the secure web site is considered to be propriety in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data. For internal Army analysis, the reports and queries from the database shall not contain proprietary data.

6. TECHNICAL EXHIBITS:

Tech Exhibit #1: List of Heavy Equipment

Tech Exhibit #2: Installation Access Pass

TECHNICAL EXHIBIT 1**LIST OF HEAVY EQUIPMENT**

1. DOZER (**SB 105**)
MFR: Caterpillar
MDL: D7H Series II
YEAR: 1990
SN: 79204339
NO TIRES, ON TRACTS
PROBLEM: Power Train (Hydraulic System needs to be serviced); Air vents needs to be replaced & installed (broken); and Tracks worn (needs to be replaced & installed).
2. TRACTOR LOADER (**SB 157**)
MFR: International
MDL: 250C-PS
YEAR: 1984
SN: 0310002001250
PROBLEM: Main hydraulic steel line leaking (broken); Tracks worn (needs to be replaced & installed); Steering hard & sluggish; and Hydraulic System (needs to be serviced).
3. TRUCK, DUMP (**SB 156**)
MFR: Ford
MDL: NA, GVW 54,000 Tons
YEAR: 1997
SN: IFDYS96K8WVA40358
FRONT TIRE: 12R x 22.5H, RIMS 22.5 x 8.25 WIDTH 6622KG
BACK TIRE: 11IR x 22.5G, RIMS 22.5 x 8.25 WIDTH 9072KG
PROBLEM: Bed frame & box broken (cracks) (needs to be repaired or replaced & installed); and Left & right fenders broken (needs to be replaced & installed).
4. GRADER, ROAD (**SB2200**)
MFR: Caterpillar
MDL: 135H VHP
YEAR: 1998
SN: 98Z30589
TRANS: 4KY01070
PARTS ORDER: Z
WT: 104KW
FRONT & REAR TIRE SIZE: Goodyear (Zinc Steel)
17.5R25, GP-2B, TUBELESS, TYPE 6S
PROBLEM: Cutting edge blades worn (needs to be replaced & installed); Low air pressure warning lights (check air system); Hydraulic systems (needs to be serviced); and All tires worn (replace all six & installed).
5. TRUCK, DUMP YELLOW-DOUBLE AXLE BACK TIRES (**SB 125**)
MFR: International
MDL: F19546X4152
YEAR: 1986

SN: IHTLKUXR8GHA17102

ALL TIRE SIZE: 10.00 R20

PROBLEM: Hydraulic cylinder leaking; PTO controls worn; and Head lamps inoperable.

6. BACKHOE (**SB 2254**)

MFR: Caterpillar

MDL: 446B

YEAR: 1999

SN: 97Z06026

FRONT TIRE: 15-19.5 NHS

BACK TIRE: 21L-24

PROBLEM: Both rear tires worn (needs to be replaced & installed); and the Seat is torn & broken (needs to be replaced).

7. BACKHOE (**SB 145**)

MFR: Ford

MDL: 555B

YEAR: 1988

SN: C780470

FRONT TIRE SIZE: 11L-16SL

REAR TIRE SIZE: 16.9-28/14-23

PROBLEM: Broken seat (replace complete seat assembly & install); Hydraulic lines are worn (replace & install); and Rear & front tires are worn/leaks (replace & install).

TECHNICAL EXHIBIT 2
Request fo Installation Access Pass

IMPC-HI-PW-F

MEMORANDUM FOR Commander, Pohakuloa Training Area, P.O. Box 4607, Hilo,
Hawaii 96720-0607

SUBJECT: Request for Pohakuloa Training Area Installation Access Pass

1. Request the following **Contractor** be granted an Installation Access Pass:a. **APPLICANT INFORMATION:**

Name of Contracted Company: _____

Name of Applicant: _____

Date of Birth: _____ Color Eyes: _____ Color Hair: _____

Height: _____ Weight: _____ Contact Phone: _____

Period of Access: _____

Applicants Home Address: _____

b. **SPONSORING AGENCY:**Sponsoring Agency: USAG-HI, DPW, PTAName of Sponsor: Mr. Ben Madeira

Signature of Sponsor: _____

Sponsors Duty Phone: (808) 969-2496c. **APPROVING OFFICER:**

Printed Name/Signature: _____

2. **ACKNOWLEDGEMENT:** I certify the information on this form is true and correct to the best of my knowledge. If card is lost or stolen, I will report loss to DA Police-PTA.

Applicant Signature: _____ Date: _____

Issued By: _____ Date Issued: _____ Expires: _____

ATTACHMENT 2**EXPERIENCE REFERENCE INFORMATION**

NOTE: The offeror is responsible for reproducing as many copies of this form as necessary.

1. Name of Offeror/Bidder:

2. Name of Reference/Customer:

Phone No.: _____ Fax No. _____

Email: _____

3. Contract Number: ☐ Prime ☐ Subcontractor

4. Project Title:

5. Brief description of scope of work:

6. Period of Performance:

7. Contract Amount:

Base Year: \$ _____

1st Option: \$ _____

2nd Option: \$ _____

3rd Option: \$ _____

4th Option: \$ _____

TOTAL: \$ _____

8. Offeror's/Bidder's statement on problems, if any, encountered during performance of work and any corrective actions taken to resolve problems. If no problems encountered, state NONE.

ATTACHMENT 3
PAST PERFORMANCE QUESTIONNAIRE

We are currently in the process of preparing our proposal for the Regional Contracting Office, Hawaii's Quote Number W912CN-07-T-0273, provide labor, management, equipment, parts, materials, tools and transportation necessary to repair heavy equipment for USAG-HI, Directorate of Public Works at Pohakuloa Training Area (PTA), Island of Hawaii, Hawaii.. As part of our proposal, we have listed you as a reference on our performance for this type of service, under the previous/current contract listed below, with your company. Your input on our performance is therefore requested. Please complete this Questionnaire and fax or e-mail to Jeanette Mathena, FAX (808) 438-6563, e-mail jeanette.mathena@us.army.mil Questionnaire is due **no later than** 4:00 p.m. the date established for receipt of proposals. Thank you.

NAME OF OFFEROR: _____

Phone: _____ Fax: _____ E-Mail: _____

PROJECT REFERENCED:

1. Contract or Identifying Number: _____

2. Brief description of scope of work: _____

3. Period of Performance (Base)	_____	Amount \$	_____
Period of Performance (1 st Option)	_____	Amount \$	_____
Period of Performance (2 nd Option)	_____	Amount \$	_____
Period of Performance (3 rd Option)	_____	Amount \$	_____
Period of Performance (4 th Option)	_____	Amount \$	_____
		TOTAL: \$	_____

4. Name of Person Completing Questionnaire: _____

Agency/Company: _____

Title: _____ Phone: _____

Fax: _____ E-mail: _____

EVALUATION. Please rate the Contractor utilizing the guide below. Explanatory narratives for as many responses as possible would be appreciated. These narratives need not be lengthy, just detailed. Attach additional pages if more space is needed.

1. QUALITY OF SERVICE: The quality of service can be measured by how well the Contractor complied with contract requirements/operating procedures; accuracy of reports; appropriateness and adequacy of personnel assigned; technical excellence of delivered supplies/services; conformance with standards of good workmanship; conduct at work; adequacy of inspection performed; adequacy of facilities, equipment and tools; supervision exercised over personnel; and effectiveness of contractor's quality control plan or process.

Exceptional [] Very Good [] Satisfactory [] Marginal [] Unsatisfactory []

2. SCHEDULE: Schedule can be measured on responsiveness to technical directions or "change"; adherence to work or delivery schedule; completed contract on time; met repair/response time; and submitted required reports/documents.

Exceptional [] Very Good [] Satisfactory [] Marginal [] Unsatisfactory []

3. BUSINESS RELATIONS: Business relations can be measured by the Contractor's work relationship with the Contracting Officer, Contract Specialist, Contracting Officer's Representative, Government Inspectors, etc.; effective management personnel; businesslike correspondence; prompt notification of problems; pro-active action remedies; effective Contractor recommended solutions; responsiveness to contract administrative requirements; oriented toward customer satisfaction; and reasonably priced and complete cost proposal.

Exceptional [] Very Good [] Satisfactory [] Marginal [] Unsatisfactory []

4. MANAGEMENT OF KEY PERSONNEL: Management of key personnel can be measured by the Contractor's performance in selecting, training, retaining, supporting, and replacing, when necessary, key personnel.

Exceptional [] Very Good [] Satisfactory [] Marginal [] Unsatisfactory []

5. CONTRACT DISCREPANCY REPORTS (CDRs):

a) Were there any CDRs issued? If so, why and when?

Yes [] No []

b) Did the Contractor correct the problem(s)?

Yes [] No []

6. Were any Cure Notices or Show Cause letters issued? If so, why and when?

Yes [] No []

—

7. What is your overall and final rating for this Contractor?

Exceptional [] Very Good [] Satisfactory [] Marginal [] Unsatisfactory []

8. ADDITIONAL COMMENTS:

—

ATTACHMENT 4

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W.Gross Director		Wage Determination No.: 2005-2153 Revision No.: 4 Date Of Last Revision: 12/15/2006
Division of Wage Determinations		

State: Hawaii
Area: Hawaii Statewide

OCCUPATION NOTE:

STEVEDORING AND LONGSHOREMEN: Wage rates and fringe benefits can be found on Wage Determination 2000-0085

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk	12.30
01012 - Accounting Clerk II	13.95
01013 - Accounting Clerk III	16.58
01020 - Administrative Assistant	26.48
01040 - Court Reporter	18.59
01051 - Data Entry Operator I	11.35
01052 - Data Entry Operator II	13.68
01060 - Dispatcher, Motor Vehicle	17.02
01070 - Document Preparation Clerk	11.95
01090 - Duplicating Machine Operator	13.13
01111 - General Clerk I	11.88
01112 - General Clerk II	13.00
01113 - General Clerk III	14.58
01120 - Housing Referral Assistant	23.00
01141 - Messenger Courier	11.34
01191 - Order Clerk I	12.61
01192 - Order Clerk II	13.74
01261 - Personnel Assistant (Employment) I	14.93
01262 - Personnel Assistant (Employment) II	17.88
01263 - Personnel Assistant (Employment) III	19.68
01270 - Production Control Clerk	18.63
01280 - Receptionist	13.45
01290 - Rental Clerk	14.31
01300 - Scheduler, Maintenance	18.05
01311 - Secretary I	17.67
01312 - Secretary II	19.37
01313 - Secretary III	21.79

01320 - Service Order Dispatcher	12.77	
01410 - Supply Technician	21.34	
01420 - Survey Worker		14.17
01531 - Travel Clerk I	13.14	
01532 - Travel Clerk II	14.16	
01533 - Travel Clerk III	15.18	
01611 - Word Processor I	13.13	
01612 - Word Processor II	14.31	
01613 - Word Processor III	17.33	
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass	18.34	
05010 - Automotive Electrician	16.85	
05040 - Automotive Glass Installer	16.53	
05070 - Automotive Worker	16.53	
05110 - Mobile Equipment Servicer	14.26	
05130 - Motor Equipment Metal Mechanic	18.34	
05160 - Motor Equipment Metal Worker	16.53	
05190 - Motor Vehicle Mechanic	19.27	
05220 - Motor Vehicle Mechanic Helper	13.06	
05250 - Motor Vehicle Upholstery Worker	15.63	
05280 - Motor Vehicle Wrecker	16.53	
05310 - Painter, Automotive	19.16	
05340 - Radiator Repair Specialist	16.53	
05370 - Tire Repairer	13.78	
05400 - Transmission Repair Specialist	18.31	
07000 - Food Preparation And Service Occupations		
07010 - Baker	13.52	
07041 - Cook I	12.52	
07042 - Cook II	13.98	
07070 - Dishwasher	12.05	
07130 - Food Service Worker	11.14	
07210 - Meat Cutter	17.75	
07260 - Waiter/Waitress	10.93	
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter	17.41	
09040 - Furniture Handler		11.71
09080 - Furniture Refinisher	17.41	
09090 - Furniture Refinisher Helper	13.41	
09110 - Furniture Repairer, Minor	15.12	
09130 - Upholsterer	17.41	
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles		10.34
11060 - Elevator Operator		11.62
11090 - Gardener	14.91	
11122 - Housekeeping Aide	13.67	
11150 - Janitor	11.62	
11210 - Laborer, Grounds Maintenance	13.36	
11240 - Maid or Houseman	12.96	
11260 - Pruner	11.95	
11270 - Tractor Operator	15.44	
11330 - Trail Maintenance Worker	13.36	
11360 - Window Cleaner	12.65	
12000 - Health Occupations		
12010 - Ambulance Driver	17.34	

12011 - Breath Alcohol Technician	16.87	
12012 - Certified Occupational Therapist Assistant	16.25	
12015 - Certified Physical Therapist Assistant	16.25	
12020 - Dental Assistant	14.80	
12025 - Dental Hygienist	21.67	
12030 - EKG Technician	20.60	
12035 - Electroneurodiagnostic Technologist	20.60	
12040 - Emergency Medical Technician	17.34	
12071 - Licensed Practical Nurse I	14.62	
12072 - Licensed Practical Nurse II	16.87	
12073 - Licensed Practical Nurse III	18.81	
12100 - Medical Assistant		13.58
12130 - Medical Laboratory Technician	17.06	
12160 - Medical Record Clerk	14.47	
12190 - Medical Record Technician	16.16	
12195 - Medical Transcriptionist	14.47	
12210 - Nuclear Medicine Technologist	21.67	
12221 - Nursing Assistant I	10.78	
12222 - Nursing Assistant II	12.10	
12223 - Nursing Assistant III	13.21	
12224 - Nursing Assistant IV	13.92	
12235 - Optical Dispenser		16.13
12236 - Optical Technician	12.12	
12250 - Pharmacy Technician	13.44	
12280 - Phlebotomist	14.21	
12305 - Radiologic Technologist	20.58	
12311 - Registered Nurse I	25.67	
12312 - Registered Nurse II	31.39	
12313 - Registered Nurse II, Specialist	31.39	
12314 - Registered Nurse III	37.98	
12315 - Registered Nurse III, Anesthetist	37.98	
12316 - Registered Nurse IV	45.53	
12317 - Scheduler (Drug and Alcohol Testing)	20.91	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	19.61	
13012 - Exhibits Specialist II		23.29
13013 - Exhibits Specialist III	28.49	
13041 - Illustrator I	20.67	
13042 - Illustrator II	24.51	
13043 - Illustrator III	29.95	
13047 - Librarian	27.89	
13050 - Library Aide/Clerk	11.47	
13054 - Library Information Technology Systems Administrator	19.90	
13058 - Library Technician	16.46	
13061 - Media Specialist I	14.42	
13062 - Media Specialist II		16.13
13063 - Media Specialist III		17.98
13071 - Photographer I	12.69	
13072 - Photographer II	15.29	
13073 - Photographer III	18.12	
13074 - Photographer IV		22.17
13075 - Photographer V		26.79
13110 - Video Teleconference Technician	14.66	
14000 - Information Technology Occupations		

14041 - Computer Operator I	15.93	
14042 - Computer Operator II	17.44	
14043 - Computer Operator III	20.73	
14044 - Computer Operator IV	22.55	
14045 - Computer Operator V	24.95	
14071 - Computer Programmer I (1)	21.26	
14072 - Computer Programmer II (1)	25.42	
14073 - Computer Programmer III (1)	27.62	
14074 - Computer Programmer IV (1)	27.62	
14101 - Computer Systems Analyst I (1)	27.62	
14102 - Computer Systems Analyst II (1)	27.62	
14103 - Computer Systems Analyst III (1)	27.62	
14150 - Peripheral Equipment Operator	15.93	
14160 - Personal Computer Support Technician	22.55	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.56	
15020 - Aircrew Training Devices Instructor (Rated)	29.71	
15030 - Air Crew Training Devices Instructor (Pilot)	32.68	
15050 - Computer Based Training Specialist / Instructor	26.47	
15060 - Educational Technologist	25.12	
15070 - Flight Instructor (Pilot)	32.68	
15080 - Graphic Artist	18.81	
15090 - Technical Instructor	17.87	
15095 - Technical Instructor/Course Developer	23.55	
15110 - Test Proctor	19.37	
15120 - Tutor	19.37	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	10.51	
16030 - Counter Attendant	10.51	
16040 - Dry Cleaner	13.12	
16070 - Finisher, Flatwork, Machine	10.51	
16090 - Presser, Hand	10.51	
16110 - Presser, Machine, Drycleaning	10.51	
16130 - Presser, Machine, Shirts	10.51	
16160 - Presser, Machine, Wearing Apparel, Laundry	10.51	
16190 - Sewing Machine Operator	13.97	
16220 - Tailor	14.71	
16250 - Washer, Machine	11.40	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	22.02	
19040 - Tool And Die Maker	27.13	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	17.38	
21030 - Material Coordinator	20.05	
21040 - Material Expediter	20.05	
21050 - Material Handling Laborer	16.89	
21071 - Order Filler	13.50	
21080 - Production Line Worker (Food Processing)	14.66	
21110 - Shipping Packer	15.22	
21130 - Shipping/Receiving Clerk	14.40	
21140 - Store Worker I	11.83	
21150 - Stock Clerk	16.62	
21210 - Tools And Parts Attendant	17.38	
21410 - Warehouse Specialist	17.38	

23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	27.96	
23021 - Aircraft Mechanic I	26.36	
23022 - Aircraft Mechanic II	27.96	
23023 - Aircraft Mechanic III	29.34	
23040 - Aircraft Mechanic Helper	19.03	
23050 - Aircraft, Painter	22.94	
23060 - Aircraft Servicer	22.07	
23080 - Aircraft Worker	23.56	
23110 - Appliance Mechanic	21.94	
23120 - Bicycle Repairer	15.16	
23125 - Cable Splicer	23.46	
23130 - Carpenter, Maintenance	26.97	
23140 - Carpet Layer	24.85	
23160 - Electrician, Maintenance	26.86	
23181 - Electronics Technician Maintenance I	24.25	
23182 - Electronics Technician Maintenance II	25.54	
23183 - Electronics Technician Maintenance III	26.89	
23260 - Fabric Worker	19.09	
23290 - Fire Alarm System Mechanic	23.46	
23310 - Fire Extinguisher Repairer	17.67	
23311 - Fuel Distribution System Mechanic	23.37	
23312 - Fuel Distribution System Operator	18.59	
23370 - General Maintenance Worker	18.39	
23380 - Ground Support Equipment Mechanic	26.12	
23381 - Ground Support Equipment Servicer	22.07	
23382 - Ground Support Equipment Worker	23.56	
23391 - Gunsmith I	17.67	
23392 - Gunsmith II	20.51	
23393 - Gunsmith III	23.37	
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.70	
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.79	
23430 - Heavy Equipment Mechanic	26.98	
23440 - Heavy Equipment Operator	28.52	
23460 - Instrument Mechanic	28.06	
23465 - Laboratory/Shelter Mechanic	21.94	
23470 - Laborer	12.97	
23510 - Locksmith	21.32	
23530 - Machinery Maintenance Mechanic	23.46	
23550 - Machinist, Maintenance	24.58	
23580 - Maintenance Trades Helper	13.41	
23591 - Metrology Technician I	28.06	
23592 - Metrology Technician II	29.76	
23593 - Metrology Technician III	31.23	
23640 - Millwright	23.46	
23710 - Office Appliance Repairer	21.56	
23760 - Painter, Maintenance	20.99	
23790 - Pipefitter, Maintenance	26.09	
23810 - Plumber, Maintenance	24.22	
23820 - Pneudraulic Systems Mechanic	23.46	
23850 - Rigger	23.46	
23870 - Scale Mechanic		20.51
23890 - Sheet-Metal Worker, Maintenance	27.85	
23910 - Small Engine Mechanic	20.51	

23931 - Telecommunications Mechanic I	24.18	
23932 - Telecommunications Mechanic II	24.65	
23950 - Telephone Lineman	24.18	
23960 - Welder, Combination, Maintenance	21.98	
23965 - Well Driller	23.37	
23970 - Woodcraft Worker	23.46	
23980 - Woodworker	17.67	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	11.62	
24580 - Child Care Center Clerk	15.14	
24610 - Chore Aide	10.36	
24620 - Family Readiness And Support Services Coordinator	13.38	
24630 - Homemaker	20.11	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	23.37	
25040 - Sewage Plant Operator	20.89	
25070 - Stationary Engineer	23.37	
25190 - Ventilation Equipment Tender	16.25	
25210 - Water Treatment Plant Operator	20.89	
27000 - Protective Service Occupations		
27004 - Alarm Monitor		16.02
27007 - Baggage Inspector	11.50	
27008 - Corrections Officer	17.81	
27010 - Court Security Officer	19.40	
27030 - Detection Dog Handler	12.98	
27040 - Detention Officer		17.81
27070 - Firefighter	20.14	
27101 - Guard I	10.45	
27102 - Guard II	12.98	
27131 - Police Officer I	20.25	
27132 - Police Officer II	22.51	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	11.72	
28042 - Carnival Equipment Repairer	12.46	
28043 - Carnival Equipment Worker	9.33	
28210 - Gate Attendant/Gate Tender	12.14	
28310 - Lifeguard	10.82	
28350 - Park Attendant (Aide)	13.58	
28510 - Recreation Aide/Health Facility Attendant	9.91	
28515 - Recreation Specialist	16.11	
28630 - Sports Official	10.82	
28690 - Swimming Pool Operator	14.16	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.38	
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.33	
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	24.59	
30021 - Archeological Technician I	15.44	
30022 - Archeological Technician II	17.29	
30023 - Archeological Technician III	21.41	
30030 - Cartographic Technician	23.96	
30040 - Civil Engineering Technician	20.08	
30061 - Drafter/CAD Operator I	12.67	
30062 - Drafter/CAD Operator II	16.30	
30063 - Drafter/CAD Operator III	19.68	

30064 - Drafter/CAD Operator IV	23.44	
30081 - Engineering Technician I	14.46	
30082 - Engineering Technician II	18.64	
30083 - Engineering Technician III	22.50	
30084 - Engineering Technician IV	29.74	
30085 - Engineering Technician V	32.60	
30086 - Engineering Technician VI	39.41	
30090 - Environmental Technician	18.01	
30210 - Laboratory Technician	17.68	
30240 - Mathematical Technician	25.78	
30361 - Paralegal/Legal Assistant I	17.27	
30362 - Paralegal/Legal Assistant II	20.23	
30363 - Paralegal/Legal Assistant III	24.75	
30364 - Paralegal/Legal Assistant IV	29.91	
30390 - Photo-Optics Technician	23.44	
30461 - Technical Writer I		17.98
30462 - Technical Writer II	21.98	
30463 - Technical Writer III	26.60	
30491 - Unexploded Ordnance (UXO) Technician I	20.58	
30492 - Unexploded Ordnance (UXO) Technician II	24.90	
30493 - Unexploded Ordnance (UXO) Technician III	29.85	
30494 - Unexploded (UXO) Safety Escort	20.58	
30495 - Unexploded (UXO) Sweep Personnel	20.58	
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	19.09	
30621 - Weather Observer, Senior (3)	23.23	
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	11.17	
31030 - Bus Driver	16.54	
31043 - Driver Courier	12.74	
31260 - Parking and Lot Attendant	7.59	
31290 - Shuttle Bus Driver	13.70	
31310 - Taxi Driver	10.78	
31361 - Truckdriver, Light		12.74
31362 - Truckdriver, Medium	16.15	
31363 - Truckdriver, Heavy	18.27	
31364 - Truckdriver, Tractor-Trailer	18.27	
99000 - Miscellaneous Occupations		
99030 - Cashier	10.35	
99050 - Desk Clerk	16.03	
99095 - Embalmer	20.58	
99251 - Laboratory Animal Caretaker I	12.41	
99252 - Laboratory Animal Caretaker II	17.67	
99310 - Mortician	20.34	
99410 - Pest Controller	14.70	
99510 - Photofinishing Worker	12.60	
99710 - Recycling Laborer	16.58	
99711 - Recycling Specialist	19.81	
99730 - Refuse Collector	14.83	
99810 - Sales Clerk	10.81	
99820 - School Crossing Guard	11.51	
99830 - Survey Party Chief	22.84	
99831 - Surveying Aide		12.49
99832 - Surveying Technician	17.11	
99840 - Vending Machine Attendant	12.25	

99841 - Vending Machine Repairer
 99842 - Vending Machine Repairer Helper

14.60
 12.25

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: (Hawaii): \$1.32 per hour, or \$52.80 per week, or \$228.80 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.01 per hour.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <<http://www.dol.gov/esa/whd/>> or through the Wage Determinations On-Line (WDOL) Web site at <<http://wdol.gov/>>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.